

## THE UTAH HEALTHY PLACES INDEX (HPI)® MATERIALS END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY. BY DOWNLOADING, PRINTING, COPYING OR USING ANY OF THE DATA, REPORTS, OR OTHER FILES AVAILABLE FOR DOWNLOAD AT [MAP.UTAH.HEALTHYPLACESINDEX.ORG/ THE "MATERIALS"), LICENSEE OR THE ENTITY LICENSEE REPRESENTS (COLLECTIVELY, "LICENSEE") AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. LICENSEE AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY LICENSEE. IF LICENSEE DOES NOT AGREE TO THE FOREGOING, LICENSEE IS NOT AUTHORIZED TO DOWNLOAD, PRINT, COPY OR USE THE MATERIALS.

1. Limited License. Subject to the terms and conditions of this Agreement, Public Health Institute, a California nonprofit corporation ("PHI" or "Licensor"), on behalf of the Public Health Alliance of Southern California, a fiscally sponsored program of PHI, and the Utah Department of Health and Human Services ("UDHHS") in relation to Utah-specific Materials, hereby grant to Licensee a non-exclusive, non-transferable, and royalty-free limited license to print, copy and use the Materials for the sole purpose of your own personal, informational, or non-commercial research. Your reuse, publication, and/or distribution of the content requires attribution of credit to the Public Health Alliance of Southern California and the Utah Department of Health and Human Services, and a citation to the webpage and date of publication of the material cited. Preferred citation language will be provided with the downloaded materials and available in the FAQ section of the website ([dhhs.utah.gov/utahhpi](http://dhhs.utah.gov/utahhpi)). Any analyses, interpretations, or conclusions reached by your use or analysis of the Content shall be credited to the author and not to the Public Health Alliance of Southern California, PHI, Utah Department of Health and Human Services, or Licensor. If Licensee modifies the Content for its own purposes in any way, Licensee may not claim the data is official Utah Healthy Places Index data, and must clearly indicate that the data and/or data table has been modified. If Licensee represents the Materials in media including but not limited to print materials, graphics, or visual presentations, Licensee agrees to use the same blue to green color scheme used on the HPI map, where dark blue (RGB(0,136,55), HEX #008837) represents quartile 1 geographies (lowest HPI Scores), light blue (RGB(158,202,225), HEX #9ECAE1) represents quartile 2 geographies, light green (RGB(166,219,160), HEX #A6DBA0) represents quartile 3 geographies, and dark green (RGB(0,136,55), HEX #008837) represents quartile 4 geographies (highest HPI Scores). An alternative color scheme may not be used without the Licensor's written consent which will not be unreasonably withheld.

2. License Restrictions. Except as expressly set forth in this Agreement, Licensee shall not, directly or indirectly, in whole or in part: (i) use the Materials in any way that results in a profit or supports a profitable enterprise without the Licensor's prior written consent; (ii) copy or reproduce the Materials, except as part of Your permitted use pursuant to Section 1; (iii) electronically share or transfer the Materials, store the Materials in a database or retrieval system, or duplicate the Materials, without Licensor's prior written consent; (iv) modify or create derivative works based upon the Materials without Licensor's prior written consent; (v) alter, remove or obliterate any copyright notice, trademark notice or other proprietary rights notice on the Materials; (vi) use the Materials to construct a publicly accessible or commercial database of any kind without the Licensor's prior written consent; or (vii) do anything which adversely affects Licensor's or UDHHS' right, title or interest in or to the Materials.

3. Ownership. Title and ownership of all proprietary rights, including any copyright, patent, trade secret, trademark or other intellectual property rights, in and to the Materials, and any copies thereof, is and

will at all times remain the property of Licensor and its licensors. Licensor retains all right, title and interest in and to the Materials that are not specifically granted to Licensee hereunder.

4. Term and Termination. This Agreement and the license granted herein shall remain effective until terminated. Licensee may terminate this Agreement and the license at any time by destroying the Materials and all copies of the Materials in Your possession or control. Your rights under this Agreement will terminate immediately without notice from Licensor if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee shall immediately cease use of the Materials, and destroy all copies of the Materials in Your possession or control.

5. Disclaimer. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND UDHHS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE MATERIALS ARE PROVIDED "AS IS". LICENSOR AND UDHHS DO NOT WARRANT THAT THE MATERIALS WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE. THE MATERIALS ARE NOT MEDICAL DATA. THE MATERIALS ARE FOR REFERENCE ONLY AND SHOULD NOT BE USED FOR CLINICAL DIAGNOSIS.

6. Limitations of Liability. IN NO EVENT WILL LICENSOR OR THE UDHHS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF LICENSOR OR UDHHS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE FOR THE MATERIALS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to Licensee.

7. Miscellaneous. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed to the extent necessary to make it enforceable so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. This Agreement shall be governed by and construed under the laws of the state of California, without reference to its conflict of law principles. Each party agrees to submit to the exclusive and personal jurisdiction of the state courts in Alameda County, California and federal courts in the Northern District of California. A waiver of any default is not a waiver of any subsequent default. Licensee may not assign or otherwise transfer any of rights held by Licensee hereunder without Licensor's prior written consent, and any such attempt is void. The relationship between Licensor and Licensee is that of independent contractors. This Agreement is binding upon and is for the benefit of the respective successors and assigns of the parties hereto. The parties acknowledge and agree that a material breach of this Agreement adversely affecting Licensor's proprietary rights, or adversely affecting UDHHS, would cause irreparable harm to Licensor or UDHHS for which a remedy at law would be inadequate and that Licensor or UDHHS shall be entitled to injunctive relief in addition to any remedies it may have hereunder or at law. This Agreement is the complete agreement between Licensee and Licensor and the UDHHS concerning the subject matter hereof, and supersedes any and all prior agreements and representations between Licensor, UDHHS, and Licensee related to the same subject matter.

8. Contact. If Licensee has any questions regarding this Agreement or would like to contact Licensor for any reason, please send an inquiry to Public Health Institute, 555 12th Street, Suite 600, Oakland, CA 94607 or [phasocal@phi.org](mailto:phasocal@phi.org).

Utah Healthy Places Index™ © 2018 – 2022 Public Health Alliance of Southern California. Permission is hereby granted to use, reproduce, and distribute these materials for noncommercial purposes, including educational, government and community uses, with proper attribution to the Public Health Alliance of Southern California and the Utah Department of Health and Human Services, including this copyright notice. Use of this publication does not imply endorsement by the Public Health Alliance of Southern California or the Utah Department of Health and Human Services.

**Utah HPI citation:** Bodenreider C, Damicis A, Delaney T, et al. Utah Healthy Places Index. Public Health Alliance of Southern California and Utah Department of Health & Human Services; 2022. Technical report. Accessed [month day, year].

[https://files.healthyplacesindex.org/Utah\\_HPI\\_Technical\\_Report\\_2022-10-20.pdf](https://files.healthyplacesindex.org/Utah_HPI_Technical_Report_2022-10-20.pdf)

**Utah HPI in-text citation:** The Utah Healthy Places Index (UT HPI) is a tool developed by the Utah Department of Health and Human Services in partnership with the Public Health Alliance of Southern California, creators of the California Healthy Places Index™.